

COOPERATIVE AGREEMENT  
between the  
U.S. DEPARTMENT OF AGRICULTURE  
COMMODITY CREDIT CORPORATION  
and  
DUCKS UNLIMITED INC.

This Cooperative Agreement is entered into upon receipt of last signature by the Commodity Credit Corporation (CCC), an instrumentality of the United States Government, and Ducks Unlimited, Inc. (DU), a non-profit corporation. For purposes of this Cooperative Agreement, the term "Parties" refers collectively to the CCC and DU.

I. AUTHORITY

This Cooperative Agreement is entered into under the following authorities:

- A. For the CCC. This Cooperative Agreement is entered into by the CCC under the authorities of the Commodity Credit Charter Act (15 U.S.C. 714); the Food Security Act of 1985, as amended (16 U.S.C. 3837 et. seq.); 7 CFR Part 1467; and Public Law 105-277 Section 717.
- B. For DU. This Cooperative Agreement is entered into by DU under the authority of its Certificate of Incorporation dated January 29, 1937.

II. BACKGROUND AND PURPOSE:

WHEREAS, DU and CCC have mutual interests in restoring and protecting wetlands within the State of Washington; and

WHEREAS, CCC administers the Wetlands Reserve program (WRP); and

WHEREAS, DU administers several wetland restoration programs, and has unique expertise with wetland restoration projects on agriculture lands; and

WHEREAS, DU and CCC have agreed to combine their resources to assure that wetland areas in the State of Washington are restored and protected;

CCC, through the Natural Resources Conservation Service (NRCS), assists landowners in restoring and protecting wetlands through the Wetlands Reserve Program, 16 U.S.C. 3837 et seq. CCC provides technical and financial assistance through the use of permanent easements, 30-year easements, and restoration cost-share agreements.

DU assists landowners in restoring and protecting wetlands through various programs. The mission of DU is to fulfill the annual life cycle needs of North American waterfowl. DU has accepted the basic principle that conservation of waterfowl and other wetlands associated wildlife ultimately must focus on the protection and restoration of ecologically functional habitat complexes and systems on both public and private lands. DU embraces the concept of North American Waterfowl Management Plan (NAWMP) as a continental strategy for restoring and maintaining waterfowl populations.

NOW THEREFORE, the parties agree to enter into this Cooperative Agreement.

III. DU agrees to:

1. Provide non-reimbursable technical assistance to CCC on a mutually acceptable case-by-case basis which may include, but not limited to:

- ?? Wetland restoration planning
- ?? Promoting public awareness of WRP and its purposes
- ?? Attending and participating at WRP coordination meetings
- ?? Identifying and targeting high-priority projects
- ?? Biological expertise
- ?? Coordinating WRP activities and projects with other organizations
- ?? Engineering assistance
- ?? Planning and control

2. Provide non-reimbursable funding for administration and preliminary planning of mutually acceptable projects in which partner funding is essential for completion. This funding is estimated at a total of \$100,000 under this Agreement and is subject to availability and approval of DU.

IV. DU agrees, as specified in mutually acceptable task orders, to:

1. Assist CCC with preparation of application packet for landowner enrollment including;

- ?? site visit with other agencies
- ?? preliminary Wetland Reserve Plan of Operations (WRPO)
- ?? estimated practice installation cost

2. Facilitate site visits with landowner, appraisers, and land surveyors.

3. Assist with the preparation of the WRPO, which shall specify the manner in which the enrolled land shall be restored, operated, and maintained to accomplish the goals of the program.

4. Assist CCC with the design of all treatments required to restore the hydrologic and vegetative conditions necessary to restore and maintain the functions of the enrolled area. The design (following practice standards in Section IV of the NRCS Field Office Technical Guide) will produce the following items necessary to restore and maintain the wetland functions and values as prescribed in the WRPO:

- ?? drawings
- ?? written specifications
- ?? instructions
- ?? related documentation

5. Contract for and provide assistance with restoration, inspections, and quality control of each WRP restoration contract.

6. Contract for the legal description of the easement area, including the route of ingress and egress, in accordance with WRP guidelines and as required by Washington State Law. The surveyor will provide the legal survey in format of a plat map with measurements, and a narrative legal description suitable for recording in the county in which the easement occurs.
7. Administer survey contract to completion with coordination of final inspection and acceptance with CCC.
8. Provide assistance with monitoring and management of enrolled areas, provide annual written reports on status of enrolled areas, including recommendations for maintenance, and contract for and complete necessary maintenance work.
9. Pay contractor for the cost of performing the survey and installation of restoration practices as listed in WRPO.
10. Request reimbursement as allowed within a specific task order from CCC for actual cost of performing duties outlined above by submitting a properly completed SF-270, Request for Advancement or Reimbursement, with documentation to support payment request. Requests are to be broken down by landowner/CCC contract number.
11. Maintain all records dealing with the award and administration of any contract resulting from this agreement for a period of three (3) years from the date of DU's submission of the final request for reimbursement or as directed by the State Conservationist.
12. Comply with all requirements of the Special Provisions, which are included in Attachment A to this agreement.

V. CCC agrees to:

1. Provide DU with sufficient information to perform the tasks outlined in this agreement, including all requirements for legal surveys to comply with WRP guidelines and Washington State laws.
2. Appoint a project officer to assist DU with preparation of the WRPO and design of all treatments required to restore and maintain easement areas.
3. Review and concur with preparation of specifications to contract for legal survey of easement areas. Determine that the area the landowner intends to place under the easement is properly flagged and/or identified in the field with the surveyor.
4. Upon completion of the legal survey insure that permanent markers have been installed as required, revise the easement deed to reflect actual acres, and submit all information necessary to properly record easement deed to the contracting officer at the Washington State Office.
5. Provide training and information to DU as it deems necessary to ensure program requirements are performed in accordance with current up to date information.
6. Reimburse DU within 30 days for costs associated with performing the work described in Section IV above, and individual task orders upon receipt of a properly completed SF-270 with documentation to support payment. This reimbursement shall include all direct and

indirect costs as defined in OMB Circular A-122, including personnel and travel costs necessary to complete specific task orders assigned by CCC. DU may use their Daily Rate Charge for this purpose not to exceed the equivalent NRCS Daily Rate Charge (DRC) as follows:

- ?? Technical xxx
- ?? Professional xxx
- ?? Executive xxx

This does not include travel. Travel will be paid based on actual travel associated with each task order with actual cost documentation attached to the billing.

7. Provide appropriate recognition of DU for assistance provided under this agreement.

## VI. GENERAL PROVISIONS:

1. The total amount of assistance provided by CCC under this agreement, excluding vendor and contract payments shall be determined by individual task orders.
2. This agreement shall be effective upon the last signature and shall continue in effect through September 30, 2002. It may be renewed for subsequent fiscal years by an exchange of correspondence between the authorizing officials of CCC and DU.
3. No assignment in whole or in part shall be made of any right or obligation under this Cooperative Agreement without the joint approval of both CCC and DU. Nothing herein shall preclude CCC or DU from entering into mutually acceptable arrangements or agreements. Such documents shall be in writing, reference this agreement, and be maintained as part of the official agreement file.
4. This agreement may be terminated, extended, or modified by either party hereto by written notice to the other party at least 30 days in advance to the effective date of termination.
5. This agreement may be amended in writing with mutual consent of the authorizing officials of CCC and DU.
6. It is the intent of CCC to fulfill its obligations under this agreement. However, CCC cannot make commitments in excess of appropriated funds authorized by law or administratively made available.
7. Either party may terminate this agreement in whole or in part when it is determined that one party has failed to comply with any of the provisions of this agreement. The terminating party shall promptly notify the other party in writing of the determination, and the reasons for the termination, together with the effective date. In the event that this agreement is terminated for any reason, the financial obligations of the parties will be as set forth in 7 CFR 3015 and 3019.
8. This agreement may be temporarily suspended by either party if it is determined that corrective action is needed to meet the provisions of this agreement. Further, either party may suspend this agreement if it is evident that a termination is pending.

9. This Cooperative Agreement shall be enforced and interpreted in accordance with applicable Federal laws and regulations, directives, circulars, or other guidance. When signed, this Cooperative Agreement will become binding on DU and the CCC to be in accordance with 7 CFR Part 3015 (Uniform Federal Assistance Regulations) and Part 3019 (Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations).
10. As a condition of this Cooperative Agreement, DU assures and certifies that it is in compliance with, and will comply in the course of the agreement with OMB Circulars for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.
11. Employees of DU shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.
12. Any dispute between CCC and DU arising under this agreement that cannot be resolved at the local level shall be referred to the State Conservationist. It is agreed that this is not a contract subject to the Contract Disputes Act, 41 U.S.C. 601, et seq.
13. DU and CCC will prepare task orders for work projects that are mutually agreed to by both parties. The parties will enter into Task Orders, which will detail the obligations of the parties for individual projects.
14. Each task order will specify a reasonable completion date as agreed to by both parties and will be expected to be completed as specified.

VII. Administrative/Technical Contacts  
*(insert appropriate contacts for both CCC and DU)*

United States Department of Agriculture  
Commodity Credit Corporation

_____	_____
State Conservationist	Date

Ducks Unlimited, Inc.

_____	_____
Authorizing Official	Date

### **OMB DISCLOSURE STATEMENT**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0578-0013. The time required to complete this information collection is estimated to average 0.69 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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